

EXHIBIT “A”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Index No.:
Date Purchased:

SUMMONS

SKENDER BEGANI,

Plaintiff,

Plaintiff designates NEW
YORK County as the place of
trial.

-against-

MARRIOTT INTERNATIONAL INC. D/B/A
COURTYARD BY MARRIOTT,

Defendant.

The basis of venue is:
Location of Accident

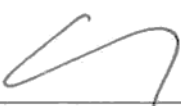
Accident location:
71 W 35TH ST., New York
NY 10001

County of New York

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's attorneys within twenty days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: NEW YORK, NEW YORK
November 19, 2018



ANDREW PARK, ESQ.
LAW OFFICES OF ANDREW PARK, P.C.
Attorneys for Plaintiff
SKENDER BEGANI
450 Seventh Avenue
Suite 1805
New York, New York 10123
212-239-3680

TO:

MARRIOTT INTERNATIONAL INC.
1040 Fernwood Road,
Bethesda, MD 20817

COURTYARD BY MARRIOTT
71 W 35th St
New York, NY 10001

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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SKENDER BEGANI,

Index No.:

Plaintiff,

-against-

VERIFIED COMPLAINT

MARRIOTT INTERNATIONAL INC. D/B/A
COURTYARD BY MARRIOTT,

Defendant.
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Plaintiff, **SKENDER BEGANI**, by his attorneys, **LAW OFFICES OF ANDREW PARK**,
P.C., complaining of the Defendants, respectfully alleges, upon information and belief:

AS AND FOR THE FIRST CAUSE OF ACTION

1. On or about November 5, 2018, Plaintiff, **SKENDER BEGANI**, was, and still is a resident of the County of Queens, State of New York.
2. At all a time herein mentioned, Defendant, **MARRIOTT INTERNATIONAL INC.**, (hereinafter referred to as "Marriott"), was a Delaware business corporation with its principal place of business in the state of Maryland.
3. At all times herein mentioned, Defendant, **MARRIOTT**, was and is authorized to do business in the state of New York and is doing business in the state of New York.
4. At all times herein mentioned, Defendant, **COURTYARD BY MARRIOTT** (hereinafter referred to as "**PREMISES**") was and still is a hotel property located in New York, New York.

5. That at all times hereinafter, defendant **MARRIOTT** itself or through a subsidiary owned the **PREMISES**.
6. At all times herein mentioned, Defendant, **MARRIOTT**, expected or should reasonably have expected its acts and business activities to have consequences within the State of New York.
7. That on or about the November 5, 2018, Defendant, **MARRIOTT**, owned the **PREMISES** located at 71 W 35TH St, New York NY 10001.
8. At all times herein mentioned, Defendant, **MARRIOTT**, by its agents, servants and/or employees maintained the aforesaid **PREMISES**
9. At all times herein mentioned, Defendant, **MARRIOTT**, operated the aforesaid **PREMISES**.
10. At all times herein mentioned, Defendant, **MARRIOTT**, controlled the aforesaid **PREMISES**.
11. At all times herein mentioned, Defendant, **MARRIOTT**, managed the aforesaid **PREMISES**.
12. At all times herein mentioned, Defendant, **MARRIOTT**, maintained the aforesaid **PREMISES**.
13. At all times herein mentioned, Defendant, **MARRIOTT**, repaired the aforesaid premises.
14. At all times herein mentioned, Defendant, **MARRIOTT**, inspected the aforesaid **PREMISES**.

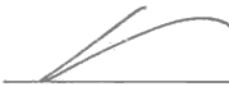
15. On or about November 5, 2018, the Defendant, **MARRIOT**, owned, operated, controlled, managed, maintained, repaired, supervised, inspected, constructed, and installed the aforesaid **PREMISES**, in its hazardous and dangerous condition.
16. At all times herein mentioned, Defendant, **MARRIOTT**, failed to abate said dangerous condition.
17. At all times herein mentioned, Defendant, **MARRIOTT**, failed to abate said dangerous defect.
18. On or about November 5, 2018, the Plaintiff, **SKENDER BEGANI**, was lawfully present on the **PREMISES** located at 71 W 35TH Street, New York, NY 10001.
19. On or about November 5, 2018, while Plaintiff, **SKENDER BEGANI**, was lawfully about the aforesaid **PREMISES**, where Plaintiff was descending the staircase from the roof and slipped and fell down several steps, landing on the floor rising, causing injuries to the Plaintiff.
20. Said occurrence was due to the carelessness, recklessness and negligence of Defendant in the ownership, operation, management, control, supervision, inspection, maintenance, construction and repair of the above described, and through no fault or lack of care on the part of Plaintiff, **SKENDER BEGANI**.
21. The above mentioned occurrence, and the results thereof, were caused by the joint, several and concurrent negligence of the Defendant and/or said Defendant's agents, servants, employees and/or licensees in the ownership, operation, management, supervision, maintenance and control of the aforesaid cart at the aforementioned premise.
22. As a result of the foregoing, Plaintiff, **SKENDER BEGANI**, was severely injured.

23. This action falls within one or more of the exceptions of Article 16 of the CPLR., §§1600 through 1603.
24. That by reason of the foregoing, Plaintiff, **SKENDER BEGANI**, was caused to sustain serious injuries and to have suffered pain, shock and mental anguish; that these injuries and their effects will be permanent; and as a result of said injuries, Plaintiff, **SKENDER BEGANI**, has been caused to incur, and will continue to incur, expenses for medical care and attention; and, as a further result, Plaintiff, **SKENDER BEGANI**, was, and will continue to be, rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.
25. That as a result of the foregoing, Plaintiff was damaged in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS.

WHEREFORE, Plaintiff, **SKENDER BEGANI**, demands judgment against the Defendants in the sum of FIVE MILLION (\$5,000,000.00) DOLLARS, together with the costs and disbursements of this action.

Dated: New York, New York
November 19, 2018

Yours, etc.



ANDREW PARK, ESQ.
LAW OFFICES OF ANDREW PARK, P.C.
Attorneys for Plaintiff
SKENDER BEGANI
450 Seventh Avenue
Suite 1805
New York, New York 10123
212-239-3680

ATTORNEY'S VERIFICATION

ANDREW PARK, an attorney duly admitted to practice before the Courts of the State of New York, affirms the following to be true under the penalties of perjury: I am an attorney at **LAW OFFICES OF ANDREW PARK, P.C.**, attorneys of record for Plaintiff, **SKENDER BEGANI**. I have read the annexed **SUMMONS AND VERIFIED COMPLAINT** and know the contents thereof, and the same are true to my knowledge, except those matters therein which are stated to be alleged upon information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon facts, records, and other pertinent information contained in my files.

This verification is made by me because Plaintiff is not presently in the county wherein I maintain my offices.

DATED: New York, New York
November 19, 2018



ANDREW PARK, ESQ.